

AG Contract No. KR99 0706TRN
ADOT ECS File No. JPA 99-48
Project: I40BCN196/H4506 01C
Section: I-40B @ Butler Ave (MP196)
Extend Right Turn Lane

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA,
AND
THE ARIZONA BOARD OF REGENTS
ACTING FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY

THIS AGREEMENT is entered into 3 MARCH, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the
"State"), and the ARIZONA BOARD OF REGENTS acting for and on behalf of the NORTHERN
ARIZONA UNIVERSITY (NAU), (the "University").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this
agreement and has by resolution, a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has delegated to the undersigned the authority to
execute this agreement on behalf of the State.

2. The University is empowered by Arizona Revised Statutes Section 15-1626 to
enter into this agreement and has by Arizona Board of Regents Policy 3-103, and has delegated
to the undersigned the authority to execute this agreement on behalf of the University.

3. Incident to a roadway improvement project on I-40B at the Butler Avenue traffic
interchange (MP 196.0) in the City of Flagstaff contemplated by the State, to include the
extension of the right turn lane on I-40B approaching Butler Avenue, the construction of new curb,
gutter and sidewalk, relocate catch basins, the relocation of affected utilities and a retaining wall,
at a currently estimated cost \$380,000.00, all at State expense, the University has agreed to
dedicate the necessary right-of-way and provide maintenance upon completion by the State.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO 23875
Filed with the Secretary of State
Date Filed: 03/03/2000

Betsy Bayless
Secretary of State

B. Dick V. Greenewald

II. SCOPE

1 The State will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate University review comments.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the project, in an amount currently estimated at \$380,000.00, and for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c. Upon completion of the project, approve and accept the project on behalf of the parties hereto.

2. The University will:

a. Review the design documents and provide comments. Dedicate to the State the necessary right-of-way for the roadway at no cost, and a temporary construction easement for the sidewalk improvements.

b. Upon completion and acceptance of the project by the State, provide maintenance to the sidewalk and retaining wall.

c. Be responsible for any contractor claims for extra compensation due to delays or extra work attributable to the University.

III. MISCELLANEOUS PROVISIONS

1 This agreement shall remain in force and effect until completion of said Project and reimbursements, provided, however, that this agreement, except any provisions for maintenance, which shall be perpetual, may be cancelled at any time upon thirty (30) days written notice to the other parties.

2 This agreement shall become effective upon filing with the Secretary of State

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518

6 All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007


Northern Arizona University
Business Affairs Administration
PO Box 4088
Flagstaff, AZ 86011-4088

7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

NORTHERN ARIZONA UNIVERSITY

STATE OF ARIZONA
Department of Transportation

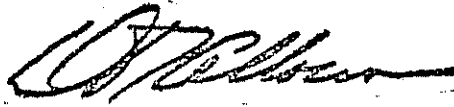
By 

By 
WILLIAM J. HIGGINS
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 28th day of January 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Northern Arizona University for the purpose of designing, constructing and maintaining improvements to I-40B @ Butler Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

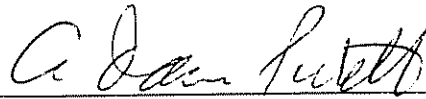
A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

INTERGOVERNMENTAL AGREEMENT DETERMINATION PURSUANT TO ARIZONA
REVISED STATUTES SECTION 11-952.D.

I have reviewed the above referenced proposed interagency agreement, between the DEPARTMENT OF TRANSPORTATION and the NORTHERN ARIZONA UNIVERSITY, and declare this agreement to be in proper form and within the powers and authority granted to the Board of Regents under the laws of the State of Arizona.

DATED this 8 day of February, 2000.

A handwritten signature in cursive script, appearing to read "C. Dana Smith", is written over a horizontal line.

Attorney for NAU



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : (602) 542-5025
FACSIMILE : (602) 542-4085

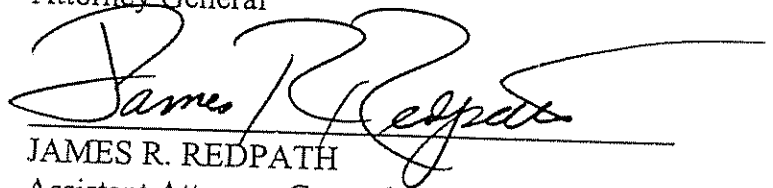
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR99-0706TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED February 25, 2000.

JANET NAPOLITANO
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/613550

Enc.